

**CITY OF EL PASO, TEXAS**  
**AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM**

**DEPARTMENT:** City Manager

**AGENDA DATE:** March 9, 2010

**CONTACT PERSON/PHONE:** William F. Studer, Deputy City Manager, 541-4252

**DISTRICT(S) AFFECTED:** All

**SUBJECT:** Resolution that the City Manager be authorized to sign a Memorandum of Understanding, amending the Articles of Agreement between the City of El Paso and Local 51, International Association of Firefighters, Inc.

**BACKGROUND / DISCUSSION:** A Memorandum of Agreement is proposed to amend Articles of Agreement (Collective Bargaining Agreement or CBA) that would implement a pilot program whereby employees conducting or participating in Comsar Training, Hazardous Material Training, Dive Rescue Training and Urban Search and Rescue Training will receive compensatory time at a rate of one and one-half times in lieu of being paid for the overtime.

Funding was provided in the Fire Department's budget for one training session for each of these units, a reduction from prior years. The Fire Chief and Local 51 desire to increase the number of training sessions to maintain or enhance the operational capabilities of these highly specialized functions as part of the service provided to the community. The MOU has been fashioned in a manner that will allow for an increased number of training sessions while not negatively impacting the Department's budget. This will be accomplished by the granting of compensatory time that will be scheduled as time off within the confines of the current collective bargaining agreement's provisions for maximum number of employees allowed on leave per shift. Therefore, this MOU will serve the needs of the Department and the community without an adverse impact on the budget.

Local 51 has approved this MOU and it is now submitted for the City Council's consideration.

**PRIOR COUNCIL ACTION:**

**Has the Council previously considered this item or a closely related one?** The collective bargaining agreement was approved by the City Council on March 18, 2008.

**AMOUNT AND SOURCE OF FUNDING:**

**BOARD / COMMISSION ACTION:** N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**LEGAL:** (if required) \_\_\_\_\_ **FINANCE:** (if required) \_\_\_\_\_

**DEPARTMENT HEAD:** \_\_\_\_\_

(Example: if RCA is initiated by Purchasing, client department should sign also)  
Information copy to appropriate Deputy City Manager

## RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a Memorandum of Understanding, between the City of El Paso and Local 51, International Association of Firefighters, Inc. for the implementation of a pilot program that will grant compensatory time in lieu of overtime for participation in certain types of specialty training.

Dated this 9<sup>th</sup> day of March 2010.

CITY OF EL PASO

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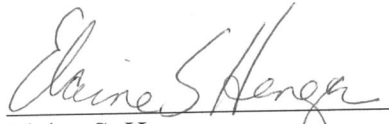
John F. Cook, Mayor

ATTEST:

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Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:



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Elaine S. Hengen  
Senior Assistant City Attorney

STATE OF TEXAS )  
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 )  
COUNTY OF EL PASO )

MEMORANDUM  
  
OF  
  
UNDERSTANDING

This Memorandum of Understanding is entered into by and between the City of El Paso, hereinafter referred to as "City," and Local 51, International Association of Firefighters, Inc., hereinafter referred to as "Association" on the \_\_\_\_ day of March 2010.

**WITNESSETH:**

**WHEREAS**, on March 18, 2008, Articles of Agreement between the City and Local 51, International Association of Firefighters, Inc. (“Articles of Agreement”) were approved, and

**WHEREAS**, the City and the Association agree to the creation of a pilot program under which employees who are conducting or participating in Comsar Training, Hazardous Material Training, Dive Rescue Training, and Urban Search and Rescue Training, shall receive compensatory time in lieu of being paid overtime during the time in which the pilot program is in effect; and

**WHEREAS**, the City and the Association agree to temporarily amend certain provisions in Article X, Overtime Pay, to implement the pilot program; and

**WHEREAS**, upon the termination of the pilot program, the temporary amendments contained herein shall terminate; and

**WHEREAS**, both the City and the Association agree that it is appropriate to enter into this Memorandum of Understanding to address the issues relating to the establishment of this pilot program.

**NOW, THEREFORE** the City and the Association hereby mutually agree as follows:

Paragraph 1. That a pilot program is established to be effective through the final effective date of the Articles of Agreement, under which employees who are conducting or participating in Comsar Training, Hazardous Material Training, Dive Rescue Training, and Urban Search and Rescue Training, shall receive compensatory time in lieu of being paid overtime during the time in which the pilot program is in effect, and to effectuate the pilot

program, the below listed sections in Article X, Overtime Pay, of the Articles of Agreement are temporarily revised to state as follows through the final effective date of the Articles of Agreement:

## **ARTICLE X OVERTIME PAY**

Section 1. All hours paid for in excess of fifty-six (56) hours in a work week for 24-hour shift employees shall be determined by dividing his annual salary, as indicated by reference to Appendix A, by 2080 times one and one-half (1 ½), provided however, if any such excess hours are worked by an employee who is conducting or participating in Comsar Training, Hazardous Material Training, Dive Rescue Training, and Urban Search and Rescue Training, including any travel time compensated pursuant to Section 3 relating to such training, the employee shall receive compensatory time at a rate of one and one-half (1 ½) hours for each hour of employment spent in or relating to such training for which overtime compensation is required by this section.

Section 2. For an employee regularly scheduled to work forty (40) hours per week, all hours paid for in excess of forty (40) hours in a work week shall be paid at the rate of time and one-half (1 ½) the employee's regular straight-time hourly rate of pay, provided however, if any such excess hours are worked by an employee who is conducting or participating in Comsar Training, Hazardous Material Training, Dive Rescue Training, and Urban Search and Rescue Training, the employee shall receive compensatory time at a rate of one and one-half (1 ½) hours for each hour of employment spent in or relating to such training for which overtime compensation is required by this section.

Section 3. Any employee who is called to work in excess of the employee's regularly scheduled hours of work, other than for the types of training as set forth above, shall be paid for the time actually worked until the employee is relieved by the appropriate commanding officer. If the employee is called back, one hour of travel time will be paid in addition to actual time worked. The one hour travel time provided in this Section shall be inapplicable where the additional working time is immediately prior to or following any other time worked by that employee.

Section 4. Employees selected to help write examinations shall be paid overtime pay for time actually worked on these examinations while off duty, and one hour of travel time.

Section 5. 56-hour employees trained to work at the Communications Center may be called to work at the Center on their scheduled days off, provided the employees do not work more than 48 hours straight without a 24-hour break. After an employee has reported for duty, but then is rescheduled to report for duty at Communications, the employee shall be paid for the time actually worked and one hour of travel time.

Section 5a. 56-hour employees trained to work at the Communications Center may be rescheduled to work at the Center for 8 hours in exchange for 24 hours, in order to maintain skills.

Section 5b. Employees rescheduled to work at the Communications Center under Section 5a of this Article will be considered to have worked 24 hours for FLSA purposes and the rescheduling will not cause the forfeiture of FLSA Overtime Pay (FOH).

Section 6. If an employee is required to appear in court due to events that occurred while on duty or for job-related matters, and the court date is not during working hours, such employee shall be compensated for the time actually worked in accordance with this Article, and one hour of travel time.

Section 7. Pension contributions will be made on all cash payments for overtime pay.

Section 8. The City will pay for all hours actually worked in excess of 204 hours in a 27-day work cycle for fire suppression personnel, at the rate of time and one-half (1½) the employee's regular, straight-time hourly rate of pay, in accordance with the Fair Labor Standards Act, except when the employee has worked excess hours to conduct or participate in Comsar Training, Hazardous Material Training, Dive Rescue Training, and Urban Search and Rescue Training, such employee shall receive compensatory time off as set forth in Sections 1 and 2 above.

Section 9. The City shall not reduce an employee's regular schedule for the purpose of avoiding or reducing the payment of overtime.

Section 10. Employees who accrue compensatory time under this Article may accrue a maximum of 120 hours of compensatory time, however the employee shall only be paid for a maximum accrual of 80 hours upon termination of employment. The employee shall be allowed to use the accrued compensatory time under the same policies that exist for the use of vacation days.


Paragraph 2. That the City Manager is authorized to enter into an amendment to this Memorandum of Understanding to make revisions to the language set forth herein as may be necessary to address the successful operation of the pilot program, or to shorten or extend the termination date of the pilot program established herein, without further action of the City Council.

Paragraph 3. Except as amended by this Memorandum of Understanding, all other provisions of the Articles of Agreement remain in full force and effect.

**THE CITY OF EL PASO**

\_\_\_\_\_  
Joyce Wilson, City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Elaine S. Hengen  
Senior Assistant City Attorney

APPROVED AS TO CONTENT

\_\_\_\_\_  
Otto Drozd  
Fire Chief

**LOCAL 51, INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS, INC.**

By \_\_\_\_\_  
Joseph Tellez, President

ATTEST:

\_\_\_\_\_  
Emeral Hayden, Secretary

STATE OF TEXAS	)	MEMORANDUM
	)	
	)	OF
	)	
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**WHEREAS**, upon the termination of the pilot program, the temporary amendments contained herein shall terminate; and

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**THE CITY OF EL PASO**

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Joyce Wilson, City Manager

APPROVED AS TO FORM:

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Elaine S. Hengen  
Senior Assistant City Attorney

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Otto Drozd  
Fire Chief

**LOCAL 51, INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS, INC.**

By \_\_\_\_\_  
Joseph Tellez, President

ATTEST:

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Emeral Hayden, Secretary